

**SECTION 8.15. Removal of Individual Trustee.** The Individual Trustee or any of his successors may be removed at any time by the holders of a majority in aggregate principal amount of the Notes at the time outstanding or by the Trustee, by delivery of a notice of such removal to the Individual Trustee, to the Company, and in the case of removal by such holders to the Trustee, signed by such holders or the Trustee, as the case may be.

**SECTION 8.16. Appointment of Successor to Individual Trustee.** If at any time the Individual Trustee or any of his successors shall die, resign or be removed or otherwise become incapable of acting, or if for any reason the office of Individual Trustee shall become vacant, a successor to the Individual Trustee shall forthwith be appointed by the Trustee or, in the event that the Trustee shall fail to make such appointment within 60 days after the occurrence of such death, resignation, removal, incapacity or vacancy, by the holders of a majority in aggregate principal amount of the Notes at the time outstanding by an instrument signed by the Trustee or by such holders.

**SECTION 8.17. Succession of Successor to Individual Trustee.** Any person appointed as a successor to the Individual Trustee shall execute, acknowledge and deliver to his predecessor, to the Trustee and to the Company, an instrument accepting such appointment hereunder, and thereupon such person without any further act, deed or conveyance shall become vested with all the estates, properties, rights, powers, duties and trusts of his predecessor in the trusts hereunder with like effect as if originally named as Individual Trustee herein; but nevertheless, on the written request of the Company or of the Trustee or of the Individual Trustee, the predecessor shall execute and deliver an instrument transferring to the Individual Trustee, upon the trusts expressed in this Indenture, all the estates, properties, rights, powers and trusts granted to him by this Indenture and shall duly assign, transfer, deliver and pay over to the Individual Trustee any property and money subject to the lien of this Indenture held by such predecessor. Should any instrument in writing from the Company or from the Trustee be required by any person who becomes the Individual Trustee for more fully and certainly vesting in and confirming to such Individual Trustee such estates, properties, rights, powers and trusts, then, on request, any and all such instruments in writing shall be made, executed, acknowledged and delivered by the Company and/or the Trustee.

**SECTION 8.18. Co-Trustees.** At any time, for the purpose of meeting any legal requirements of any jurisdiction in which any part of the Trust Estate may at the time be located, the Company and the Trustee jointly shall have power and shall execute and deliver all instruments, to appoint one or more persons approved by the Trustee, to act as co-trustee, or co-trustees, jointly with the Trustee, or separate trustee or separate trustees, of all or any part of the Trust Estate, and to vest in such person or persons, in such capacity, such title to the Trust Estate or any part thereof, and such rights, powers, duties, trusts, or obligations as the Company and the Trustee may consider necessary or desirable. If the Company shall not have joined in such appointment within 15 days after the receipt by it of a request so to do, or in case an Event of Default shall have occurred and be continuing, the Trustee alone shall have power to make such appointment.

**ARTICLE NINTH.**

**SUPPLEMENTAL INDENTURES; WAIVERS.**

**SECTION 9.01. Supplemental Indentures Without Noteholders' Consent.** The Company, when authorized by resolution of its Board of Directors, and the Trustees from time to time and at any time, subject to the restrictions in this Indenture contained, may enter into an indenture or indentures supplemental hereto and which thereafter shall form a part hereof for any one or more or all of the following purposes:

- (a) to add to the covenants and agreements to be observed by, and to surrender any right or power reserved to or conferred upon, the Company;
- (b) to confirm by supplements to this Indenture the transfer to the Trustees in trust for the purposes herein provided, and the subjection to the lien of this Indenture, of specified interests in real

